

**MEMORANDUM OF UNDERSTANDING  
BY AND AMONG  
THE CIVIL AIR PATROL,  
THE SECRETARY OF THE AIR FORCE, AND  
ANYSTATE POLICE**

**1. Purpose.** The purposes of this memorandum of understanding (MOU) are to set forth, define and establish mutual agreements, understandings, and obligations by and between the **Anystate State Police (ASSP)** and **Anystate Wing** of the Civil Air Patrol (**AS Wing**); and to confer Air Force assigned mission status to certain missions performed by **Anystate Wing** for **ASSP**.

**2. CAP-USAF.** CAP-USAF is a component of the United States Air Force and is the agent of the Secretary of the Air Force authorized to confer Air Force assigned mission status to certain missions performed by Civil Air Patrol. Approval of this MOU by the CAP-USAF Commander serves to confer Air Force assigned mission status upon missions listed in paragraphs 5 and 6 when conducted in accordance with regulations issued pursuant to 10 U.S.C. 9448. Air Force assigned mission status serves to make the mission subject to the Cooperative Agreement Between the United States Air Force and the Civil Air Patrol and to provide Federal Tort Claims Act (FTCA) and Federal Employees' Compensation Act (FECA) coverage to eligible CAP members.

**3. The Civil Air Patrol.** Civil Air Patrol (CAP) is a federally chartered corporation under 36 U.S.C. §§40301- 40307, and the volunteer civilian auxiliary of the United States Air Force (USAF) when used to fulfill the noncombatant programs and missions of the Department of the Air Force under 10 U.S.C. §9442. **Anystate Wing** is a subordinate unit of Civil Air Patrol. One of CAP's principal functions is to provide an organization of private citizens with adequate facilities to assist in meeting local and national emergencies (36 U.S.C. §40302(4)). CAP's ability to quickly generate and organize large numbers of highly trained and motivated volunteers with ready access to up-to-date equipment results in extremely cost effective support to government agencies. **Anystate Wing** agrees to provide **ASSP** with volunteer personnel, equipment and other resources at its disposal to assist **Anystate** and local political subdivisions respond to the missions described in paragraphs 5, 6 and 7.

**4. ASSP.** **ASSP** is responsible for coordinating all emergency operations within **Anystate**, including the selection and utilization of available resources and organizations capable of rendering assistance.

**5. Air Force Assigned CAP Missions Paid For With Federal Appropriated Funds:**

**a. Air and Ground Search and Rescue (SAR) Operations.** When CAP assistance for search and rescue operations is needed, the **ASSP** Director, or his/her designated agent, shall immediately contact the Air Force Rescue Coordination Center (AFRCC), at 1-800-851-3051, or DSN 574-8119, and request Air Force reimbursed mission authorization for **Anystate Wing** to initiate emergency support operations. AFRCC may issue Air Force mission numbers in support of life saving efforts only when **ASSP** has no other adequate resources readily available.

**b. Disaster Relief (DR) Operations.** When CAP assistance is desired in major disasters **ASSP** should immediately contact the Air Force National Security Emergency Preparedness (AFNSEP) duty officer, at 1-800-366-0051, or DSN 367-4342, to request authorization for **Anystate Wing** to initiate emergency response operations. AFNSEP may grant such authorization in "imminently serious" situations requiring immediate action in order to save human lives, prevent human suffering, and/or mitigate great property damage, or in "Presidential Declared" disasters. A verbal request for CAP disaster relief assistance must be followed as soon as possible by a written request to AFNSEP.

**6. Air Force Assigned CAP Missions Not Paid For With Federal Appropriated Funds:**

**a. Air and Ground Search and Rescue (SAR) Operations.** In the event AFRCC declines to grant authorization under paragraph 5a above, **Anystate Wing** may nevertheless conduct SAR operations as an Air Force assigned mission if so requested by **ASSP**.

**b. Disaster Relief (DR) Operations.** In the event AFNSEP declines to grant authorization under paragraph 5b, **Anystate Wing** may nevertheless perform disaster relief operations as an Air Force assigned mission, when requested by **ASSP**.

**c. Environmental Protection Operations.** **Anystate Wing** may assist **Anystate** through **ASSP**, to respond to environmental disasters. In addition, at the request of **ASSP**, **Anystate Wing** may conduct environmental surveys of rivers, forests and/or wildlife.

**d. State and Regional Disaster Airlift (SARDA) Operations.** **Anystate Wing** may conduct appropriate training and may engage in SARDA missions in support of governing FAA programs.

**e. Organ and Tissue Transportation Operations.** At the request of **ASSP**, **Anystate Wing** may fly missions to transport human organs and/or tissue, including organs, bone marrow, blood, and serum, as humanitarian missions. CAP shall only conduct such missions in situations where alternative commercial means of transportation are not readily available.

**f. Aerial Reconnaissance.** At the request of **ASSP**, **Anystate Wing** may conduct aerial reconnaissance of ground conditions and surface traffic. CAP members may not however, engage in surveillance or other law enforcement activities.

**g. Transportation of Emergency Equipment and Supplies.** At the request of **ASSP**, **Anystate Wing** may provide light air and ground transport of medical supplies, shelters, etc., in response to a state emergency.

**h. Aerial Radiological Monitoring.** At the request of **ASSP**, **Anystate Wing** may conduct aerial sampling of radiation levels surrounding nuclear power plants/reactors.

**[NOTE: DO NOT INCORPORATE THIS PROVISION INTO THE MOU UNLESS ANYSTATE WING IS ADEQUATELY MANNED, EQUIPPED, AND TRAINED TO SAFELY PERFORM AERIAL RADIOLOGICAL MONITORING]**

**i. Transportation of ASSP Officials and Other Non-CAP Members.** **Anystate Wing** may carry **ASSP** officials as passengers on CAP Aircraft. To carry any other non-CAP passenger aboard a CAP flight approval must be obtained from HQ CAP-USAF/XO (CAPR 60-1 A or B missions) or NHQ CAP/DO (CAPR 60-1 C missions).

**[NOTE: DO NOT INCORPORATE ANY PROVISION IN THE MOU THAT PURPORTS TO AUTHORIZE CAP TO PERFORM "SUCH OTHER MISSIONS AS AGREED UPON"]**

**7. Corporate Missions.** **Anystate Wing**, at the request of **ASSP**, may perform the Corporate Missions described at attachment 1 to this MOU. When performing a Corporate Mission, CAP functions as a federally chartered nonprofit corporation under 10 U.S.C. §9443 and not as the volunteer civilian auxiliary of the Air Force. Corporate Missions are not covered by either the FTCA nor the FECA. Payment or reimbursement by **ASSP** for these missions does not result in "Program Income" for purposes of the Federal Grants and Cooperative Agreement Act, 31 U.S.C. §6301 - 6308. CAP's aviation and general liability insurance policies cover CAP corporate missions.

**[NOTE: IF THE STATE WILL PROVIDE ANY LIABILITY OR WORKER'S COMPENSATION COVERAGE FOR CAP ACTIVITIES CONDUCTED PURSUANT TO THIS MOU, DESCRIBE SUCH COVERAGE HERE]**

## **8. Command and Control:**

**a.** Immediate command and control over all CAP resources and personnel employed in accordance with this MOU, shall rest with CAP at all times. CAP, **Anystate Wing**, **ASSP**, or, if an Air Force assigned mission, CAP-USAF may suspend or terminate CAP missions conducted pursuant to this MOU, at any time and for any reason, including but not limited to, unsafe operating conditions. All CAP operations conducted pursuant to this MOU shall be conducted in strict accordance with applicable CAP directives.

**b.** Both **Anystate Wing** and **ASSP** agree to maintain continual and effective liaison with the Air Force emergency preparedness liaison officer (EPLO) assigned to **Anystate's** Adjutant General's Office and with the wing liaison officer at **Anystate Wing** in order to ensure the training necessary for effective CAP participation in disaster relief missions is made available to, and is fully utilized by, both **Anystate Wing** and **ASSP**.

**9. Pilot and Aircraft Requirements.** If **Anystate Wing** seeks payment or reimbursement from **ASSP** the pilot in command (PIC) must hold a commercial pilot certificate with appropriate category and class ratings for the aircraft to be used in the operation and a valid second-class medical certificate. The PIC must also hold an instrument rating except when conducting day VFR flights within 50 nautical miles of the departure airport. The aircraft must be maintained and have 100-hour and annual inspections performed in accordance with FAR parts 43 and 91.

**10. Payment or Reimbursement for Air Force Assigned Missions.** Payment or reimbursement by **ASSP** for an Air Force assigned mission shall not be considered "Program Income" for purposes of the Federal Grants and Cooperative Agreement Act, Title 31 U.S.C. §6301 - 6308. If AFRCC or AFNSEP authorizes a mission paid for with Federal appropriated funds, **Anystate Wing** shall not seek any additional payment or reimbursement from **ASSP**; dual payment or compensation may not be requested.

**[NOTE: FOR AGENCY PAID OR REIMBURSED MISSIONS, INCLUDE LANGUAGE IN THE MOU WHICH SETS FORTH THE AGREEMENT IF ANY, REGARDING STATE REIMBURSEMENT TO CAP.]**

**11. Effective Date** This memorandum of understanding is not effective unless approved by NHQ CAP and, for Air Force assigned missions, by HQ CAP-USAF. It must be signed by an authorized representative of **Anystate**, and shall remain in effect for a period of three years from its effective date. It may be extended for additional three-year periods with the approval of **Anystate Wing** and **ASSP**. Any signatory may terminate this agreement by delivering by ordinary mail to the address below a sixty-day written notice of termination, signed by its designated representative, to the designated representatives of each of the other the signatories.

**CIVIL AIR PATROL, ANYSTATE WING**

By: \_\_\_\_\_

*[Name,] Colonel, CAP*

Commander, Anystate Wing, CAP

Date: \_\_\_\_\_

**ANYSTATE STATE POLICE**

By: \_\_\_\_\_

*[Name]*

*[Title]*

Date: \_\_\_\_\_

**CAP EXECUTIVE DIRECTOR**

By: \_\_\_\_\_

*[Name]*

Executive Director, CAP

Date: \_\_\_\_\_

**HEADQUARTERS CAP-USAF**

By: \_\_\_\_\_

*[Name]*

Commander, CAP-USAF

Date: \_\_\_\_\_